



City of Indianapolis
Department of Code Enforcement

The City of Indianapolis by and through the Department of Code Enforcement (DCE) herein referred to as "City", is seeking a Request for Qualifications (RFQ) regarding the contents herein. This RFQ is official notification, pursuant to IC 5-16-11.1-4, of needed professional services for the DCE. This RFQ is being issued to solicit responses from consultants capable of providing professional engineering services.

For evaluation purposes, the consultant(s) should keep any response in the order of appearance in this RFQ Section 4 and **provide an electronic copy of the proposal, one original signed response and five (5) copies**. All hard copies should be bound and in 12-point font. Responses should be delivered to:

Patrick O'Connor, Contract Manager
Bureau of Administration and Finance
Department of Code Enforcement
1200 Madison Ave, Suite 100
Indianapolis, Indiana 46225
Telephone: (317) 327-5596 Fax: (317) 327-8973
patrick.o'connor@indy.gov

PROPOSAL SUBMITTAL DEADLINE - May 10, 2013 @ 5:00 P.M. Local Time

1. Statement of Need

- 1.1 The City is seeking a qualified consultant to provide efficient and consolidated plan review related to structural, mechanical, floodplain, and transportation, sanitary and storm water sewer plans as well as private development inspection testing services for infrastructure projects.
- 1.2 Preference will be given to responses that provide all requested services.

2. Background

- 2.1 As the permitting authority for building and infrastructure projects in the City of Indianapolis, DCE utilizes a mix of staff and consultants to complete project and plan reviews in the application and permitting process. The primary function of the consulting services is to provide technical plan review and private development inspection testing.
- 2.2 Currently, DCE maintains separate contracts for infrastructure and building reviews resulting in additional steps in the review process and additional contract management.
- 2.3 Upon assignment of a review, consultants are responsible for technical review, documentation of deficiencies, subsequent review(s) and preparing a notice of release when compliance is reached.

- 2.4 Per the ordinance and regulations, permit applicants are billed for review time in quarter-hour increments. In addition, DCE offers limited expedited review services at an increased hourly review rate.
- 2.5 Current contract requirements and compensation levels are available for review in attachments.

3. Minimum Qualifications

- 3.1 Consultant shall be registered with the City of Indianapolis' Purchasing Division at <http://www.indy.gov/eGov/City/Controller/Purch/Vendor/Pages/home.aspx>.
- 3.2 Consultant should be an established firm with a **minimum of 3 years experience** in providing services similar to those detailed in this RFQ.
- 3.3 Consultant must have the ability to track and bill review time based on quarter-hour increments. Details on billable activities will be shared and documented with qualified consultants. However, DCE retains the right to define billable and non-billable activities.
- 3.4 Consultant shall have qualified personnel by educational degree/licensing or professional certification and technical review experience on their staff. Certification preference will be given to the following International Code Council certifications: *Electrical Plans Examiner, Building Official & Building Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Accessibility Plans Examiner and Fire Inspector I and II*. Consultants are required to maintain appropriate licensing and/or certifications during the life of any resulting agreement.
- 3.5 Services shall be performed in a skillful and competent manner in accordance with normally accepted standards of architectural and engineering professionals.
- 3.6 Consultant is responsible solely for contractual performance. In the event consultant(s) utilize one or more subcontractors, the prime consultant will assume all responsibility for performance of services by the subcontractor(s). Additionally, the City must be named as a third party beneficiary in all subcontracts. *Additionally, under no circumstances will the City communicate directly or indirectly with a sub-contractor. Any such communication will be relayed through the consultant and the City.*
- 3.7 Consultants shall provide all labor, materials and equipment.
- 3.8 Consultant must be capable of providing evaluation and review of all assigned documentation, site investigations of topography, technical review of the application, preparation of correspondence and/or memoranda in response to assigned projects. Consultants must provide basic data entry and project tracking information for each permit application, general technical assistance in support of specialized review issues and technical support, including but not limited to expert witness testimony in administrative hearings and other court proceedings.

4 Response Information Required

- 4.1 A brief company background including local address and corporate headquarters address as applicable.
- 4.2 *Clearly delineate which service(s) your firm wishes to supply and **provide separate submissions for each** (Building Plan Review, Infrastructure Plan Review, Infrastructure Inspection Services).*
- 4.3 Consultant shall confirm their **ability to accept and review both paper and electronic plans**. Please also list software used in electronic plan review.
- 4.4 Consultant outline their qualifications and experience in performing plan reviews and inspection services by listing *educational degrees, active licenses /certifications and relative work experience*.
- 4.5 **A current E-Verify certificate.**
- 4.6 *A W-9 Form (Request for Taxpayer Identification) if you are a new vendor.*

- 4.7 A current certificate of insurance reflective of the required limits in the sample contract.
- 4.8 Please indicate whether your firm performs work in Marion County that would be submitted for review to DCE and would create a conflict of interest.
- 4.9 Provide (3) **three business references**; preference will be given to references where similarly requested services were performed. References should be formatted as follows:

Name:

Title:

Address:

Phone Number:

Email Address:

Brief description of the services performed:

- 4.10 If applicable, please provide a list of lawsuits that your company has been a party to as related to the types of services provided in this RFQ. For each lawsuit, please provide a brief description of the facts at issue as well as the resulting outcome.
- 4.11 If you are a Minority, Women, or Veteran Business Enterprise (MBE/WBE/VBE) registered with the City of Indianapolis, please provide documentation.
- 4.12 If your company plans on using subcontractors, please complete responses for each subcontractor. A list of all subcontractors proposed to take part in performance of the contract (at its outset) shall be provided to the city for approval prior to contract execution. This request may require that sufficient financial or background information be provided. Please indicate the estimated percentage of work to be performed by each subcontractor. *Please also indicate what percentage of services provided will be performed by each subcontractor, if any.*

The City has provided a sample services agreement as Attachment A. Please indicate your acceptance of the terms and insurance requirements OR please identify specific areas that would require discussion.

- 4.13 Provide a proposed hourly compensation schedule in the following format:

Building Plan Review

Hourly Review Rate:

Accelerated Hourly Review Rate:

Infrastructure Plan Review

Hourly Review Rate:

Accelerated Hourly Review Rate:

Infrastructure Inspection Services

Hourly Inspection Rate:

Signature Page – Must be signed by an official of the company or representative with written permission to act as a legal representative of the company.

Company Name: _____

Representative Printed Name: _____

Representative Signature: _____

Date: _____

Telephone: _____

E-Mail: _____

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SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Indianapolis, Department of Code Enforcement** (hereinafter referred to as "City") and ACME Engineering (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01** The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03** In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04** Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05** This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.01** Contractor shall provide services as specified in Attachments A, B, and C, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.01** The term of this Agreement shall begin on July 1, 2013 and shall terminate on June 30, 2014 unless terminated earlier in accordance with this Agreement.

- 3.02 This Agreement may be renewed or amended. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein unless amended by written agreement by the parties.

SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachments A, B, and C at the rates set forth in Attachment D, attached here to and incorporated herein. However, in no event shall compensation for services under this Agreement exceed:
- 4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor after submission of properly itemized invoices for scopes A and B. Payment for Scope C will come directly from developer.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.02.1 Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.02.2 Minority, Women and Veterans Participation. To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:
- Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, and three percent (3%) Veteran's Business Enterprises in the performance of services under this Agreement; or
- Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Violation of this Subsection shall constitute a breach of this Agreement.

- 5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality.
- 5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.
- 5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.
- 5.04.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.
- 5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.
- 5.06 Ownership.
- 5.06.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance.

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage,
Contractual liability, product/completed operations

Each Occurrence Limit	\$1,000,000.00
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Damage to Rented Premises	\$100,000.00 (each occurrence)
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Medical Expense Limit	\$5,000.00
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Personal and Advertising Injury Limit	\$500,000.00
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General Aggregate Limit (Other than Products Completed Operations)	\$2,000,000.00
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NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000.00
B. Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
Bodily injury & property damage	\$1,000,000.00 (each accident)
C. Excess/Umbrella Liability	\$1,000,000.00 (each occurrence and aggregate)
D. Worker's Compensation & Disability	Statutory
E. Employer's Liability	
Bodily Injury Accident	\$100,000.00 (each accident)
Bodily Injury by Disease	\$100,000.00 (each employee)
Bodily Injury by Disease	\$500,000.00 (policy limit)

5.07.1 Certificates of Insurance, naming the City of Indianapolis as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work.

5.07.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to

terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

- 5.08.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.
- 5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Contractor:

ACME Engineering

To City:

Rick Powers, Director
Department of Code Enforcement
1200 S. Madison Ave. Suite 100
Indianapolis, IN 46225

- 5.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or

Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

- 5.13 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.14 Conflict of Interest. Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.15 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.17 Applicable Laws; Forum.
- 5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.
- 5.18 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

- 5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.20 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.21 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.23 Debarment and Suspension
- 5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.23.2 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.23.3 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.24 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

- 5.25 Compliance With E-Verify Program - Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.25.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this provision, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.25.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.25.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.25, Contractor may terminate its contract with the subcontractor for such violation.
- 5.25.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.
- 5.25.5 Separation Related to Plan Review and Inspection Services - *The City will expect the consultant to inspect a project through to its completion, to include a situation whereby the Professional Services Agreement has otherwise expired.* Upon separation for any other reason, including termination for convenience, cause, in whole or in part, or for lack of funding, the Contractor shall be required to transfer all documents, materials, plans, and digital files relating to the service to the Department of Code Enforcement. Contractor will make knowledgeable and appropriate staff members and professionals available to the Department of Code Enforcement to provide comprehensive summaries of projects and reviews in progress at the time of separation. The full cost of transfer of materials and staff/professional time shall be the responsibility of the Contractor. Contractor is entitled to payment for all regularly scheduled services performed during the ten (10) day separation period. Failure to comply may result in the assessment of liquidated damages.
- 5.26 Drug Testing - The City reserves the right to request drug testing/screening at no additional cost to the City for any and all Contractor employees by a certified laboratory of drug testing for each employee. The report shall identify the drugs/metabolites tested for, whether positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory and the date and time reported.

- 5.26.1 The City reserves the right to request additional drug screening for Contractor employees for reasonable cause. Any Contractor employee that tests positive on any drug screen(s) shall be immediately dismissed.
- 5.26.2 If, at any time, a change in key personnel is made, the Contractor must provide the Department of Code Enforcement the information on the new employee(s) in writing, five (5) days before they may begin work. Key personnel are considered to be staff charged with operations, accounting, review, and inspection services, and anyone who has authority to discuss contractual matters.
- 5.27 Liquidated Damages – The parties agree that time is of the essence in this Agreement and further agree that Contractor's failure to perform its duties under this Agreement in a timely manner damages the City.
- 5.27.1 The following acts or omissions shall be considered a breach of this Agreement and subject to the following liquidated damages, and the Parties agree the amounts below are fair compensation for damages and are not to be considered a penalty:

	Acts or Omissions Subject To Liquidated Damages	Amount
	For failing to pick up documents within eight business hours of notification	\$100
	For failure to deliver documents within eight business hours of notification to City that review is complete	\$100
	For failure to complete a standard review in the time allowed (first occurrence)	\$200
	For failure to complete an accelerated review in the time allowed (first occurrence)	\$300
	For failure to complete a standard review in the time allowed (each occurrence after the first)	\$400
	For failure to complete an accelerated review in the time allowed (each occurrence after the first)	\$500
	For failure to provide data entry in a timely manner	\$100
	For assigning a Project Representative without written authorization from the City (Scope C)	\$1000
	For failure to respond to City and customer inquiries within one (1) business day	\$100

Repeated violations may be considered a material breach of this agreement that may result in termination of this contract for cause.

(The Remainder of This Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

City of Indianapolis, Department of Code Enforcement

By _____
Printed: Rick B. Powers, Director

Date: _____

Contractor

By _____
Printed: _____

Date: _____

APPROVED AS TO FORM & LEGALITY:

By: _____
Joseph W. Smith
Asst. Corporation Counsel

Date: _____

[] APPROVED AS TO AVAILABILITY OF FUNDING:
or

[] APPROVED FOR EXECUTION:

By: Jeffrey L. Spalding, City Controller

Date: _____

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

[illegible]

Before me, the undersigned, a Notary Public in and for said County and State,
personally
appeared _____, who acknowledged the execution of the
foregoing instrument to be his voluntary act and deed, for the purposes herein mentioned.

Witness my hand and Notarial Seal this _____ day of _____, 20____.

County of Residence

Signature _____

Commission Expiration Date

Printed Name _____

ATTACHMENT A: INFRASTRUCTURE REVIEW SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **City of Indianapolis** (hereinafter "City") and **DLZ Indiana, LLC** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

- 1.1.1. Contractor shall provide pick-up and delivery of submitted applications and correspondence, and shall be capable of receiving or responding to applications and correspondence electronically, as required by the City. Pick-up shall be within eight business hours of notification. Delivery shall be within eight business hours of notification to the City that a project is complete. Failure to comply may result in the assessment of liquidated damages.
- 1.1.2. The Contractor may perform a site investigation with written approval from the City for each submitted application and may include a visual review a site/structure or site topography and a cursory evaluation of the downstream properties required to determine if there is a restriction to flow. The site review may also include the investigation of potentially impacted areas.
- 1.1.3. Technical plan review of each application to assess the application's compliance with standards and procedures as identified by the City. The Contractor shall review the submitted documents, plans, supporting documentation, and technical information for conformity with all applicable codes and rules. Contractor shall also make a check of the submitted documents, plans, supporting documentation technical information, calculations including watershed areas, hydrologic data, pipe sizing, representations of land cover, backfill, erosion control plan, and other infrastructure related issues.
- 1.1.4. The Contractor will perform any subsequent reviews the City deems necessary. Each subsequent review may be performed by the contractor or the city, at the city's discretion.
- 1.1.5. The Contractor shall prepare a review response letter, memorandum, and/or approval documents in a format approved by the City at the conclusion of the review, so that the city after its review can alter or revise the letter, memorandum, and/or approval documents and forward correspondence directly to the permit applicant or the city may authorize the contractor to directly forward correspondence to the permit applicant. Any changes to this response letter, memorandum, and/or approval document must be pre-approved by the city. If the submitted application is found to be incomplete or lacking items necessary for review, a letter will be prepared by the contractor for the city informing the applicant of the submitted application's deficiencies. All correspondence shall be provided to the City in an electronic format to be available for the City's use.
- 1.1.6. The Contractor agrees to complete the initial review in five (5) business days from the date the contractor is notified a project has been assigned. The response time will be extended for a time equal to those days within that time period that encompasses official city holidays. The response will be in the form of written comments regarding deficiencies or the approval of the submitted permit application to the City. Under special project review submittals where the magnitude of the project or extenuating circumstances beyond the control of the contractor are apparent, the City will be notified immediately of an anticipated response time beyond the standard five (5) business days. If secondary or follow-up reviews are requested by the City, a response for the City's review will be provided within two (2) business days from the date the Contractor is notified a project has been assigned. Contractor shall provide accelerated plan review services upon request and agrees to complete the review within two (2) business days from the date the contractor is notified a project has been assigned. City shall have the option of requesting special project reviews in support of the permit application review program on an as needed basis. The response time for special project reviews (phased or specialized construction) will be determined on a case by case basis by the City. Failure to comply may result in liquidated damages.
- 1.1.7. The Contractor shall provide response to City and customer inquiries (phone calls & e-mails) within one (1) business day. Failure to comply may result in the assessment of liquidated damages.

- 1.1.8. The Contractor shall attend meetings on a schedule requested by the city to discuss their status and details of ongoing reviews. No compensation shall be provided for such meetings.
- 1.1.9. The contractor shall also attend meetings, as requested by the City, with the applicant and/or the applicant's contractor/consultant. Compensation will be provided for such meetings.
- 1.1.10. The Contractor shall provide data entry and tracking project information for each permit application in a format approved by the City. These services shall include, but shall not be limited to, completing data entry to track and update the city of permit status and response dates. Failure to comply may result in liquidated damages.
- 1.1.11. The Contractor shall provide technical support to the City for processing variance petitions, administrative hearings, and related services when requested by the City. The Contractor shall, upon the City's request, provide expert testimony on the City's behalf.
- 1.1.12. The Contractor shall provide specialized support services to the City upon the City's request, including but not limited to administration of legal documents, variance petitions, and related permit administrative services as directed by the City.
- 1.1.13. The Contractor shall provide specialized support services to the City upon the City's request, including but not limited to administration of legal documents, variance petitions, and relation permit administrative services as directed by the City. These services will also include secondary review services that would be in addition to the first or initial review; when requested by the City and for the Floodplain Development Permit Program, on an as needed basis, determined by the City. Review shall be per the Flood Control Districts, Zoning Ordinance of Marion County, Indiana. The reviews of projects located within Marion County's regulatory floodplains and floodways shall be performed to assess compliance with the noted City Code.
- 1.1.14. For those services provided by the Contractor, the Contractor will be compensated on the basis of actual hours of work performed by essential personnel exclusively on this Agreement at the hourly rate listed, billed in quarter hour increments.
- 1.1.15. Contractor shall submit a properly itemized invoice each month for services performed, billed in fifteen (15) minute increments for expenses incurred under this agreement and shall cooperate with and provide any other necessary information to the City.
- 1.1.16. Contractor must be familiar with and review applications according to requirements as set by the Revised 2011 Storm Water Design and Construction Manual, the Indianapolis Sanitary District Standards, 2006, the Indianapolis Street and Bridge Design and Construction Standards, the Flood Control District Zoning Ordinance, and other applicable local, state, and federal standards, codes, and ordinances.

ATTACHMENT B: STRUCTURAL PLAN REVIEW SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **City of Indianapolis** (hereinafter "City") and **DLZ Indiana, LLC** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

- 1.1.1. Contractor shall provide pick-up and delivery of submitted applications and correspondence, and shall be capable of receiving or responding to applications and correspondence electronically, as required by the City. Pick-up shall be within eight business hours of notification. Delivery shall be within eight business hours of project completion. Failure to comply may result in the assessment of liquidated damages.
- 1.1.2. Technical plan review of each application to assess the application's compliance with standards and procedures as identified by the City. The Contractor shall review the submitted documents, plans, supporting documentation, and technical information for conformity with all applicable building laws in accordance with Building Standards and Procedures Section 536-205 (f)(2). This includes but is not limited to Indiana adopted General Administrative Rules, Residential Code, Building Code, Fire Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Conservation Code, Swimming Pool Code, and all other adopted rules, laws and standards as adopted by the State of Indiana Fire Prevention and Building Safety Commission.
- 1.1.3. The Contractor will perform any subsequent reviews the City deems necessary. Each subsequent review may be performed by the contractor or the city, at the city's discretion.
- 1.1.4. The Contractor shall prepare a review response letter, memorandum, and/or approval documents in a format approved by the City at the conclusion of the review, so that the city after its review can alter or revise the letter, memorandum, and/or approval documents and forward correspondence directly to the permit applicant or the city may authorize the contractor to directly forward correspondence to the permit applicant. Any changes to this response letter, memorandum, and/or approval document must be pre-approved by the city. If the submitted application is found to be incomplete or lacking items necessary for review, a letter will be prepared by the contractor for the city informing the applicant of the submitted application's deficiencies. All correspondence shall be provided to the City in an electronic format to be available for the City's use.
- 1.1.5. The Contractor agrees to complete the initial review in five (5) business days from the date the contractor is notified a project has been assigned. The response time will be extended for a time equal to those days within that time period that encompasses official city holidays. The response will be in the form of written comments regarding deficiencies or the approval of the submitted permit application to the City. Under special project review submittals where the magnitude of the project or extenuating circumstances beyond the control of the contractor are apparent, the City will be notified immediately of an anticipated response time beyond the standard five (5) business days. If secondary or follow-up reviews are requested by the City, a response for the City's review will be provided within two (2) business days from the date the Contractor is notified a project has been assigned. Contractor shall provide accelerated plan review services upon request and agrees to complete the review within two (2) business days from the date the contractor is notified a project has been assigned. City shall have the option of requesting special project reviews in support of the permit application review program on an as needed basis. The response time for special project reviews (phased or specialized construction) will be determined on a case by case basis by the City. Failure to comply may result in liquidated damages.
- 1.1.6. The Contractor shall provide response to City and customer inquiries (phone calls & e-mails) within one (1) business day. Failure to comply may result in the assessment of liquidated damages.
- 1.1.7. The Contractor shall attend meetings on a schedule requested by the city to discuss their status and details of ongoing reviews. No compensation shall be provided for such meetings.
- 1.1.8. The contractor shall also attend meetings, as requested by the City, with the applicant and/or the applicant's contractor/consultant. Compensation shall be provided for such meetings.

- 1.1.9. The Contractor shall provide data entry and tracking project information for each permit application in a format approved by the City. These services shall include completing basic data to track and update the city of permit status and response dates. Failure to comply may result in liquidated damages.
- 1.1.10. The Contractor shall provide technical support to the City for processing variance petitions, administrative hearings, and related services when requested by the City. The Contractor shall, upon the City's request, provide expert testimony on the City's behalf
- 1.1.11. The Contractor shall provide specialized support services to the City upon the City's request, including but not limited to administration of legal documents, variance petitions, and related permit administrative services as directed by the City.
- 1.1.12. The Contractor shall provide specialized support services to the City upon the City's request, including but not limited to administration of legal documents, variance petitions, and relation permit administrative services as directed by the City. These services will also include secondary review services that would be in addition to the first or initial review.
- 1.1.13. For those services provided by the Contractor, the Contractor will be compensated on the basis of actual hours of work performed by essential personnel exclusively on this Agreement at the hourly rate listed, billed in quarter hour increments.
- 1.1.14. Contractor shall submit a properly itemized invoice each month for services performed, billed in fifteen (15) minute increments for expenses incurred under this agreement and shall cooperate with and provide any other necessary information to the City.

ATTACHMENT C: INFRASTRUCTURE INSPECTION SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **City of Indianapolis** (hereinafter "City") and **DLZ Indiana, LLC** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

- 1.1.1. Contractor shall provide observation and testing services during the construction of sanitary sewers, storm water sewer facilities, and public/private streets, curbs, and/or sidewalk, in assigned projects.
- 1.1.2. Contractor shall provide one (1) inspecting project representative (engineer) and inspectors, clerical, and secretarial personnel as required for a period of time necessary to complete the construction project and prepare a final construction report.
- 1.1.3. The qualifications and experience of personnel provided by Contractor are subject to approval by City. No personnel shall be assigned to a project until such approval is obtained. Failure to comply may result in liquidated damages.
- 1.1.4. The Contractor's Inspecting Project Representative will take directions from and report to the City's assigned Project Compliance Analyst on all matters concerning contract compliance and administration.
- 1.1.5. The Contractor's Inspecting Project Representative will coordinate project activities with City's assigned Project Compliance Analyst.
- 1.1.6. Contractor's Inspecting Project Representative shall also do the following:
 - 1.1.6.1. Serve as City's Liaison with the Developer/Contractor, working principally through the Developer's field superintendent or such other person in authority as designated by the Developer. Acting in liaison capacity, the Contractor's Inspecting Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project and observe the construction for compliance with respect to all provisions therein. Any deviation observed shall be reported in writing promptly to City by Contractor's Inspecting Project Representative.
 - 1.1.6.2. Review the construction schedule prepared by the Developer/Contractor.
 - 1.1.6.3. Cooperate with City in dealing with various local agencies having jurisdiction over the project.
 - 1.1.6.4. Furnish all equipment necessary to sample and test materials in accordance with the specifications and standards of the Indiana Department of Transportation and the American Public Works Association Conduct on-site inspections as a basis for determining that the project is proceeding in accordance with the approved plans.
 - 1.1.6.5. Provide on-site independent assurance testing of materials in accordance with Indiana Department of Transportation procedures and in accordance with current accepted practices, ordinances and standards of the Department of Metropolitan Development, Department of Code Enforcement, and Department of Public Works.
 - 1.1.6.6. Accompany visiting inspectors representing City-County agencies having jurisdiction within the project, and report details of such inspection to the City.
 - 1.1.6.7. Verify that required testing has been accomplished and notify the Developer/Contractor and City in writing of any substandard work.
 - 1.1.6.8. Consider and evaluate the Developer's suggestions for modifications in drawings and/or specifications and report them with recommendations to City's assigned Project Compliance Analyst.
- 1.1.7. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Contractor's Engineer shall furnish copies of such diary or logbook to City upon request. The diary should be kept in electronic format. Failure to comply may result in liquidated damages.
- 1.1.8. Prepare the Final Project Documents required by City and furnish to City at periodic intervals, as requested, testing reports, daily project reports, and progress report of the project.
- 1.1.9. Contractor shall inspect, at a minimum, the following:
 - 1.1.9.1. Bedding and backfill of storm water and sanitary sewers

- 1.1.9.2. Installation of manholes, lift station and/or force mains
- 1.1.9.3. Sub-grade for horizontal and vertical alignment for compaction
- 1.1.9.4. Rough and final grading of swells, ditches, and detention/retention facilities
- 1.1.9.5. Inspection and testing of sub-grade, paving, curb and sidewalk installation
- 1.1.9.6. Inspection of all testing requirements for storm water facilities per the Indianapolis Storm Water Design and Construction Specifications Manual
- 1.1.9.7. Inspection of all testing requirements for sanitary sewer facilities per the Indianapolis Sanitary District Standards.
- 1.1.9.8. During onsite inspections, Contractor shall report to the City all observed construction practices that fail to comply with OSHA standards
- 1.1.10. Contractor shall provide data entry services in a format determined by the City.
- 1.1.11. For those services performed by the Contractor, the Contractor will be compensated on the basis of actual hours of work performed by essential personnel exclusively on this Agreement at the hourly rate listed, billed in quarter hour increments. Payment shall be made by the project Developer/Owner. No more than one half-hour of travel to a site may be billed.
- 1.1.12. The Contractor shall provide response to City and customer inquiries (phone calls & e-mails) within one (1) business day. Failure to comply may result in the assessment of liquidated damages.
- 1.1.13. For those services performed by an individual, company, or corporation other than the Contractor, the Contractor shall be reimbursed by the Developer for the actual invoice of the services performed by those other than the Contractor provided that each such invoice shall be subject to approval as reasonable by the City prior to any reimbursement thereof.
- 1.1.14. The Contractor shall submit a properly itemized claim form to the Developer on a monthly basis, billed in fifteen (15) minute increments. Contractor shall provide a copy of any and all invoices to the City.

ATTACHMENT D: PRICING

Contractors shall provide professional services as outlined in this Agreement at the following rates, billed in quarter hour increments:

<u>Review</u>	<u>Type</u>	<u>Rate</u>
Structural	Standard	\$75 per hour
Structural	Accelerated	\$90 per hour
Infrastructure	Standard	\$75 per hour
Infrastructure	Accelerated	\$90 per hour
Infrastructure Inspection	Standard	\$65 per hour (payable by developer)
Infrastructure Inspection Testing	Per Project	\$750 per project (payable by developer)